

# NACCHO

National Association of County & City Health Officials

*Matt*

September 18, 2007

Bill Wetter  
Manager  
Louisville Metro Department of Health and Wellness  
Office of Emergency and Public Health Preparedness  
400 East Gray Street  
Louisville, KY 40202

Dear Mr. Wetter:

Thank you for your submission to the National Association of County and City Health Officials' (NACCHO) Addressing Health Equity through Social Justice in Public Health Preparedness request for proposals. We are pleased to inform you that your proposal, "*Addressing Household Food Insecurity in Public Health Preparedness Planning*", was selected to be one of the demonstration sites for 2007-2008. The selection of this proposal as a grantee means that it scored highly on all criteria and clearly demonstrates exemplary and replicable qualities in integration of social justice principles to achieve health equity in public health preparedness.

Please send your availability on the attached form for the first conference call convening all of the demonstration sites to Nandi Troutman at [nt Troutman@naccho.org](mailto:nt Troutman@naccho.org). We are looking to schedule this conference call within the first two weeks of October. On this call, we will explain all of the logistics and answer any questions you may have.

Again, congratulations and we look forward to speaking with you!

Sincerely,

*Patrick M. Libbey*

Patrick M. Libbey  
Executive Director



Public Health

**CONTRACTOR AGREEMENT**

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1100 17<sup>th</sup> Street, N.W., Suite 200, Washington, DC 20036, and **Louisville Metro Department of Health and Wellness** (hereinafter referred to as "Contractor"), with its principal place of business at 400 east Gray Street, Louisville, KY 40202.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO to enhance the programmatic activities of a grant;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

**ARTICLE I: SPECIAL PROVISIONS**

1. **PURPOSE OF AGREEMENT:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of Incorporating Social Justice Principles and Addressing Health Equity in Public Health Preparedness (93.283) as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on October 1, 2007, and shall continue in effect until May 31, 2008, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to reimburse the Contractor up to \$ 9,990.00 on a bimonthly basis. All payments will be made in arrears, within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Invoices may be submitted on a bimonthly scheduled and must be received by NACCHO on December 1, 2007; February 1, 2008; April 1, 2008; and June 30, 2008.

**ARTICLE II: GENERAL PROVISIONS**

1. **INDEPENDENT CONTRACTOR:** Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

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2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. INDEMNIFICATION: Contractor agrees to defend, hold harmless and indemnify NACCHO and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys' fees) arising out of or connected with Contractor's services under this Agreement, including, but not limited to, any accident or injury to persons or property.
4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
7. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the U.S. Department of Health and Human Services.
8. RESOLUTION OF DISPUTES: Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes

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will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).
14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to OMB Circular A-110, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended

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by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18. **DEBARRED OR SUSPENDED CONTRACTORS:** Pursuant to OMB Circular A-110, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
19. **AUDITING:** Contractor agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Contractor is not required to undergo an audit pursuant to OMB Circular A-133 because Contractor receives less than \$500,000 in federal direct or indirect cooperative agreement or grant funds, Contractor will certify to NACCHO that it is not so required. If Contractor is required to undergo an audit pursuant to OMB Circular A-133, Contractor will undergo the required audit and agrees to send a copy of its most recent OMB A-133 audit report and any management letters to NACCHO.
20. **NOTICE:** All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

### FOR NACCHO:

Contract Specialist  
National Association of County and City Health Officials  
1100 17<sup>th</sup> Street, N.W., Second Floor  
Washington, D.C. 20036  
Tel. (202) 783-5550  
Fax (202) 783-1583

### FOR CONTRACTOR:

Bill Wetter, MS  
Louisville Metro Department of Health and Wellness  
400 east Gray Street  
Louisville, KY 40202  
Tel. (502) 574-6520  
Fax (502) 574-6202  
[bill.wetter@louisvilleky.gov](mailto:bill.wetter@louisvilleky.gov)

**AGREEMENT**

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21. **AUTHORITY TO BIND:** Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

**NACCHO:**

By: \_\_\_\_\_  
Patrick M. Libbey  
Executive Director

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID No: \_\_\_\_\_

## NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

### CONTRACTOR AGREEMENT – ATTACHMENT I

#### SCOPE OF WORK

During the term of this Agreement, Contractor agrees to:

**Goal 1:** Conduct a scientifically rigorous, population-based survey of the prevalence of household food insecurity in Louisville Metro using the six-item short form of the US Household Food Security Module.

**Objective 1.a:** Contract with the University of Louisville Survey Research Center (SRC) for the collection of household food insecurity data by phone survey using the six-item form of the US Household Food Security Module, according to a LMPHW sampling plan within 4 weeks of receiving funding.

**Objective 1.b:** Develop survey methodology and sampling plan in consultation with the SRC that will produce a valid sample that is as representative as possible of the population to be surveyed and has the largest sample size reasonably achievable, given available resources within 8 weeks of receiving funding.

**Objective 1.c:** Receive Institutional Review Board (IRB) approval. The LMPHW and the SRC will submit all forms and other supporting documentation required by the University of Louisville's Human Subjects Protection Program Office (HSPPO) to receive IRB approval to conduct the survey within 12 weeks of receipt of funding.

**Objective 1.d:** Collect survey data. The SRC will have completed the collection of household food insecurity data by phone survey, according to the agreed upon sampling plan. The data will be provided to the LMPHW. To be completed within 24 weeks of receipt of funding.

**Objective 1.e:** Analyze survey data. LMPHW will complete an analysis of the survey data to estimate the prevalence of household food insecurity in Louisville Metro and determine some of its ecological correlates and predictors. To be completed within 28 weeks of receipt of funding.

**Objective 1.f:** Produce report of study findings. LMPHW will produce a written report summarizing the results of the analysis of the survey data and emphasizing their importance for equitable preparedness planning. The report will be made available to state and local disaster and emergency response agencies, social service agencies, NGOs and other stakeholders, including community groups. The report will also solicit feedback from stakeholders regarding their views on the best ways to deal with household food insecurity during

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prolonged emergencies. Communication channels for written, electronic or verbal feedback. To be completed within 32 weeks of receipt of funding.

**Objective 1.g: Produce Final Report of activity within the project period.** LMPHW will produce a Final Report detailing all program activities and incorporating lessons learned and will submit it to NACCHO. To be completed within 32 weeks of receipt of funding.

The following goals and objectives will occur after the 8-month project lapses as in-kind contributions to the on-going aspects of the project. Information will be shared with NACCHO.

**Goal 2:** Facilitate the incorporation of social justice-based approaches to dealing with household food insecurity during prolonged emergencies into state and local preparedness plans.

**Objective 2.a: Develop a presentation.** LMPHW will develop a presentation called *Addressing Household Food Insecurity During Prolonged Emergencies: Social Justice-Based Approaches to Equity in Preparedness Planning* that will target agencies and organizations that have roles to play in the response to disasters and other emergencies and will use the results of the survey analyses to emphasize the need to incorporate social justice-based approaches to dealing with the issue of household food insecurity in their preparedness plans. The presentation will also incorporate input provided by stakeholders in response to the survey report (see above). To be completed within 36 weeks of receipt of funding.

**Objective 2.b: Conduct a review of response plans.** LMPHW will conduct a formal review of its disaster and emergency response plans and determine their adequacy in addressing the issue of household food insecurity during prolonged emergencies. Social-justice based approaches to improving the plans' treatment of the issue will be incorporated. To be completed within 52 weeks of receipt of funding.

**Objective 2.c: Make presentations to external partners.** LMPHW will place its *Addressing Household Food Insecurity during Prolonged Emergencies: Social Justice-Based Approaches to Equity in Preparedness Planning* presentation on the agenda of key emergency preparedness-related meetings. These include the Kentucky Department for Public Health Preparedness Branch's Joint Preparedness Meeting, a quarterly meeting of emergency preparedness epidemiologists, planners and training coordinators from around the state; bi-monthly meeting of the Louisville/Jefferson County Crisis Group, a consortium of all local, state and federal agencies, organizations and businesses that have roles in responding to disasters and emergencies in Louisville Metro; and the quarterly meeting of the Region Six Hazardous Materials Regional Response Team, a mutual aid organization of emergency response agencies that respond throughout a six-county EMA region in north central Kentucky. Other organizations that LMPHW will target for the presentation include the Red Cross and the Medical Reserve Corps. To be completed within 52 weeks of receipt of funding.

**Goal 3:** Disseminate lessons learned on a nation-wide basis.



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**Objective 3.a: Submit scientific articles and presentations.** LMPHW will draft one or more scientific articles based on study results and other activities and submit for publication in the relevant peer-reviewed literature. The LMPHW will also prepare one or more scientific presentations and submit an abstract or poster to be considered for inclusion in a relevant conference, such as the NACCHO Annual conference. To be completed within 52 weeks of receipt of funding.

**Objective 3.b: Submit an application for NACCHO Model Practices in 2009.**

### Partners:

The LMPHW will work with external partner agencies and others to achieve the above stated goals and objectives. The Survey Research Center (SRC) of the University of Louisville's Urban Studies Institute provides professional staff and services for: telephone surveys, focus groups, mail surveys, face-to-face interviewing, data analysis, and report writing. University of Louisville faculty and professional staff direct research funded by federal, state, local and private funding sources. [48] The SRC will administer the telephone survey and collect the US Household Food Security Module data and will be involved in development of the survey sampling plan.

The Kentucky Department for Public Health (DPH), Preparedness Branch within the Cabinet for Health & Family Services (CHFS) develops and supports public health programs and activities for all citizens of Kentucky. Since 2001, statewide collaborative efforts aimed at community leaders and local governments have been underway. DPH physicians have been making presentations on bioterrorism and emerging public health issues in meetings across the state. Mock disaster drills aimed at better integration of personnel and planning efforts are also underway as officials explore ways to reduce overlap of services and increase inter-agency collaboration. Each department works in tandem with local emergency management personnel. [49] The Emergency Preparedness Branch's quarterly Joint Preparedness Meeting, in which LMPHW is always represented, will be used as a forum for the dissemination of information about the issue of household food insecurity in relation to emergency preparedness via the *Household Food Insecurity During Prolonged Emergencies: Social Justice-Based Approaches to Equity in Preparedness Planning* presentation.

**Louisville/Jefferson County Crisis Group.** The LMPHW and the Louisville Division of the FBI have worked with community leaders in Louisville Metro to form the Louisville/Jefferson County Crisis Group, informally known as "The Group." The Group is comprised of local, state, and federal agencies and includes personnel from the emergency services, health services, law enforcement, National Guard, public utilities and transportation sectors of the community. The Group meets bi-monthly to develop and refine emergency plans for use in the event of attacks by individuals or terrorist groups. The initiation of this crisis group has helped to foster cooperation among the many agencies involved and will ensure a much more efficient and effective response to any major incident in the area. [50] "The Group" is an important, preexisting communication forum for all local, state and federal agencies in Louisville Metro that are involved with disaster and emergency preparedness and response. This communication channel will be utilized to bring together stakeholders and to disseminate information.

### Evaluation:

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**Population Survey.** The survey research center will provide formal process and outcome evaluations of the survey. Outcomes to be assessed will include: number of households surveyed (overall and within subgroups) as a percentage of planned sample, number of missing data items, internal consistency in terms of Chronbach's Alpha, etc.

**Survey Report.** A survey will be distributed with the report, soliciting feedback using objective (Likert scale) measures regarding several aspects of the report's quality as well as the likelihood that the information contained in the report will lead to action on the reader's part.

**Addressing Household Food Insecurity During Prolonged Emergencies: Social Justice-Based Approaches to Equity in Preparedness Planning Presentation.** Surveys will be distributed during the presentation, soliciting feedback using objective (Likert scale) measures regarding several aspects of the presentation's quality as well as the likelihood that the information contained in the presentation will lead to action on the participant's part.

# Louisville Metro

community. The Group meets bi-monthly to develop and refine emergency plans for use in the event of attacks by individuals or terrorist groups. The initiation of this crisis group has helped to foster cooperation among the many agencies involved and will ensure a much more efficient and effective response to any major incident in the area. [50] "The Group" is an important, preexisting communication forum for all local, state and federal agencies in Louisville Metro that are involved with disaster and emergency preparedness and response. This communication channel will be utilized to bring together stakeholders and to disseminate information.

## Evaluation:

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Survey Report. A survey will be distributed with the report, soliciting feedback using objective (Likert scale) measures regarding several aspects of the report's quality as well as the likelihood that the information contained in the report will lead to action on the reader's part.

Addressing Household Food Insecurity During Prolonged Emergencies: Social Justice-Based Approaches to Equity in Preparedness Planning Presentation. Surveys will be distributed during the presentation, soliciting feedback using objective (Likert scale) measures regarding several aspects of the presentation's quality as well as the likelihood that the information contained in the presentation will lead to action on the participant's part.

## Budget

Contractual Services	\$9,000
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LMPHW will contract with the Survey Research Institute at the University of Louisville/Urban Studies Institute to perform a telephone survey to collect household food insecurity data from a sampling of the Louisville Metro population using the US Household Food Security Module.

	Total Direct	\$9,000
Indirect charges at 11%	Total Indirect	990
	Total Request	\$9,990

## In-kind Contribution

Mr. Matt Groenewold, MSPH, will contribute 15% of his time as the project manager. He has been with the LMPHW since 1998. He is responsible for public health preparedness epidemiology projects.

Mr. Paul Freibert, MUP, will contribute 5% of his time to provide project support and has been with LMPHW since 2005. He is responsible for public health preparedness planning projects.

The time of these 2 LMPHW staff to fulfill the goals and objectives of this proposed project is valued at \$9,500. Office expense, travel expense, printing expense, meeting expense, and publication expense of reports are estimated at \$2,500.

Total estimated in-kind value	\$11,500
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## Deliverables:

The LMPHW, author, will deliver the following:

- NACCHO Required Progress Reports;
- Survey Findings Report;
- Presentation Materials;
- Published Journal Article/Presentation Abstract; and
- NACCHO Final Report.

**CERTIFICATION REGARDING NON-APPLICABILITY OF OMB CIRCULAR A-133 AUDIT  
REQUIREMENT TO NACCHO CONTRACTORS**

OMB Circular A-133 (Revised to show changes published in the *Federal Register* June 27, 2003, Subject: Audits of States, Local Governments, and Non-Profit Organizations) requires sub-recipients to adhere to the auditing requirements described in the Circular. These requirements do not apply to entities that receive less than \$500,000 in federal direct or indirect (including federal funds passed through a State) cooperative agreement or grant funds.

The undersigned is authorized to represent the contractor and certifies that the contractor has received and expects to receive less than \$500,000 in federal direct or indirect (including Federal funds passed through a State) cooperative agreement or grant funds in the current fiscal year.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION	DATE SIGNED

## CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that \_\_\_\_\_ has not been debarred or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension."

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION	DATE SIGNED

## **CERTIFICATION REGARDING LOBBYING WITH FEDERALLY APPROPRIATED FUNDS**

Title 31, United States Code, Section 1352 entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federally appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement exceeding \$100,000 in total costs must disclose lobbying undertaken with non-Federal (non-appropriated) funds.

The undersigned is authorized to represent the contractor and certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION	DATE SIGNED